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**VIA FACSIMILE**

August 4, 2008  
U.S. Patent & Trademark Office  
Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

**Re: Request to Change Attorney Docket Number**

**Application No.:** 10/963,783  
**Filing Date:** 12/10/2003  
**Title:** LANTERN WITH INTERNAL CONVERTER CIRCUIT  
**Inventor:** Michael KRIEGER  
**Art Unit:** 2885  
**Examiner Name:** NEGRON, Ismael

Dear Sir or Madam:

Please change the attorney docket number for this application to:

**US-VE-10045-A**

If you have any questions, please contact Mary Niziolek at (410) 716-2707.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'W. W. Muller', written over a horizontal line.

Wesley W. Muller  
Reg. No. 50,988

PTO/SB/82 (09-04)

Approved for use through 11/30/2005. OMB 0651-0035

Patent and Trademark Office, U.S. DEPARTMENT OF COMMERCE

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<b>REVOCATION OF POWER OF ATTORNEY WITH NEW POWER OF ATTORNEY AND CHANGE OF CORRESPONDENCE ADDRESS</b>	Application Number	10731,113
	Filing Date	12-10-2003
	First Named Inventor	Michael KRIEGER
	Art Unit	2885
	Examiner Name	NEGRON, Ismael
	Attorney Docket Number	US-VE-10045-A

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I hereby revoke all previous powers of attorney or authorizations of agent given in the above-identified application:

☐ A Power of Attorney is submitted herewith.

OR

☒ I hereby appoint the practitioners at Customer Number :

28268

☒ Please change the correspondence address for the above-identified application to:
☒ The address associated with  
Customer Number:

28268

OR

☐ Firm or  
Individual Name

Address

City

State

ZIP

Country

Telephone

Fax

I am the:

☐ Applicant/Inventor.
☒ Assignee of record of the entire interest. See 37 CFR 3.71.  
Statement under 37 CFR 3.73(b) is enclosed. (Form PTO/SB/96)
**SIGNATURE of Applicant or Assignee of Record**

Signature

Name

Wesley W. Muller

Date

August 4, 2008

Telephone

(410) 716-2706

NOTE: Signatures of all the inventors or assignees of record of the entire interest or their representative(s) are required. Submit multiple forms if more than one signature is required, see below.

☐ \*Total of \_\_\_\_\_ forms are submitted.

This collection of information is required by 37 CFR 1.36. The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 3 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.

PTO/SB/96 (09-04)

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U.S. Patent and Trademark Office; U.S. DEPARTMENT OF COMMERCE

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**STATEMENT UNDER 37 CFR 3.73(b)**Applicant/Patent Owner: Michael KRIEGERApplication No./Patent No.: 10/731,113 filed: 12/10/2003Entitled\* LANTERN WITH INTERNAL CONVERTER CIRCUITVector Products, Inc. a corporation

(Name of Assignee)

(Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. ☒ the assignee of the entire right, title, and interest; or
2. ☐ an assignee of less than the entire right, title, and interest

The extent (by percentage) of its ownership interest is \_\_\_\_\_ %

in the patent application/patent identified above by virtue of either:

- A. ☐ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

OR

- B. ☒ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as shown below:

1. From: Michael KRIEGER

To: Vector Products, Inc.

The document was recorded in the United States Patent and Trademark Office at

Reel 015261 frame 0315 for which a copy thereof is attached.

2. From:

To:

The document was recorded in the United States Patent and Trademark Office at

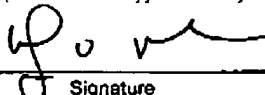
Reel \_\_\_\_\_, Frame: \_\_\_\_\_ or for which a copy thereof is attached.

- ☐ Additional documents in the chain of title are listed on a supplemental sheet. (Articles of Merger of Vector Products, Inc. - Appendix A shows that Vector Products, Inc. is a subsidiary of The Black & Decker Corporation)

As required by 37 CFR 3.73(b)(1)(i), the documentary evidence of the chain of title from the original owner to the assignee was, or concurrently is being, submitted for recordation pursuant to 37 CFR 3.11.

[NOTE: A separate copy (i.e., a true copy of the original document(s)) must be submitted to Assignment Division in accordance with 37 CFR Part 3, if the assignment is to be recorded in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.



Signature

Wesley W. Muller

Printed or Typed Name

Senior Group Patent Counsel

Title

August 4, 2008

Date

(410) 716-2706

Telephone Number

This collection of information is required by 37 CFR 3.73(b). The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO in process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 12 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

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**UNITED STATES PATENT AND TRADEMARK OFFICE**UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND  
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

OCTOBER 20, 2004

PTAS

VENABLE, BAETJER, HOWARD AND CIVILETTI,  
P.O. BOX 34385  
WASHINGTON, DC 20043-9998

\*102732884A\*

**UNITED STATES PATENT AND TRADEMARK OFFICE  
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT**

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 04/23/2004

REEL/FRAME: 015261/0315

NUMBER OF PAGES: 2

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

## ASSIGNOR:

KRIEGER, MICHAEL

DOC DATE: 04/02/2004

## ASSIGNEE:

VECTOR PRODUCTS, INCORPORATED  
4140 SW 28TH WAY  
FT. LAUDERDALE, FLORIDA 33312

SERIAL NUMBER: 10731113

FILING DATE: 12/10/2003

PATENT NUMBER:

ISSUE DATE:

TITLE: LANTERN WITH SWIVEL HANDLE CONNECTED TO LAMP

015261/0315 PAGE 2

SEDLEY PYNE, PARALEGAL  
ASSIGNMENT DIVISION  
OFFICE OF PUBLIC RECORDS

Form PTO-1595 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)		04-29-2004 		U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office	
Tab settings ⇒ ⇒ ⇒ 42304		102732884		at: 32405-199591 RECEIVED CENTRAL FAX CENTER AUG 05 2008	
To the Honorable Commissioner of Patents and Trademarks: Please Record the attached original documents or copy thereof.					
1. Name of conveying party(ies): Michael KRIEGER  Additional name of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			2. Name and address of receiving party(ies) Name: <u>Vector Products, Incorporated</u> Internal Address: _____  Street Address: <u>4140 SW 28<sup>th</sup> Way</u>  City: <u>Ft. Lauderdale</u> State/Country: <u>FL</u> Zip: <u>33312</u> Additional Name(s) & address(es) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No		
3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ Execution Date: <u>4/2/2004</u>					
4. Application number(s) or patent number(s): If this document is being filed together with a new application, the execution date of the application by the first named inventor is: <u>4/2/2004</u> A. Patent Application No.(s) _____ B. Patent No.(s) _____ Additional numbers attached? <input type="checkbox"/> Yes <input type="checkbox"/> No					
5. Name and address of party to whom correspondence concerning this document should be mailed:  <b>*26694*</b> <b>26694</b> PATENT TRADEMARK OFFICE Name: <u>VENABLE</u> Address: <u>P.O. Box 34385</u>  City: <u>Washington</u> State: <u>D.C.</u> Zip: <u>20043-9998</u>			6. Total number of applications and patents involved: <u>1</u> 7. Total fee (37 CFR 3.41) . . . . . \$ <u>40.00</u> <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: _____ (Attach duplicate copy of this page if paying by deposit account)		
DO NOT USE THIS SPACE					
9. Statement and signature. To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.  <u>Jeffri A. Kaminski, Reg. No. 42,709</u> Name of Person Signing _____ Signature _____ Date _____ Total number of pages including cover sheet, attachments, and documents: <u>1</u> Mail documents to be recorded with required cover sheet information to: Commissioner of Patents & Trademarks, Box Assignments Alexandria, VA 22313-1450					

**VENABLE**  
 ATTORNEYS AT LAW

PC Docs No. 2/542131

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WORLDWIDE ASSIGNMENT AUG 05 2008 Attorney Docket No.: 32405-199591

WHEREAS Michael KRIEGER, hereinafter (collectively) referred to as the assignor, has invented a certain improvement relating to LANTERN WITH INTERNAL CONVERTER CIRCUIT, which said assignor has caused an application for United States Letters Patent to be prepared,

[ ] the inventor's declaration for said application being executed concurrently with the execution of this instrument; said application to be filed in the United States Patent and Trademark Office.

[X] said application having been filed in the United States Patent and Trademark Office on December 10, 2003, Serial Number 10/731,113, and provisional application number \_\_\_\_\_, filed \_\_\_\_\_;

WHEREAS VECTOR PRODUCTS, INCORPORATED, 4140 SW 28<sup>th</sup> Way, Ft. Lauderdale, FL 33312, hereinafter referred to as the assignee, is desirous of acquiring the entire right, title and interest in and to said application, including any and all divisions and continuations thereof, and in and to said invention and any and all patents which may be granted therefore, including any and all renewals, reissues and prolongations thereof;

NOW THIS WITNESSETH, that for and in consideration of One Dollar (\$1.00), and other good and valuable consideration paid by Assignee to Assignor, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns, sells and transfers, and has assigned, sold, and transferred to Assignee, its successors and assigns, the entire and exclusive right, title, and interest for the United States in and to the invention, the application, and any patents which may be granted therefor, including any and all divisions, continuations, in whole or in part, substitutions, renewals, reissues, reexaminations, and extensions thereof, and all applications claiming priority therefrom; and Assignor authorizes and requests the Commissioner of Patents and Trademarks to issue all patents for the invention, or patents resulting therefrom, insofar as their interest is concerned, to Assignee; to have, hold, exercise, and enjoy, with all the rights, powers, privileges, and advantages in anywise arising therefrom or appertaining thereto, for and during the term or terms of any and all such patents when granted, for the use and benefit of said assignee, and said assignee's successors and assigns, in as ample and beneficial a manner as Assignor might or could have held and enjoyed the same, if this assignment had not been made.

Assignor further hereby assigns, sells and transfers, and has assigned, sold, and transferred to Assignee, its successors and assigns, the entire right, title and interest in all countries of the world, in and to the invention and in and to the application and all patents which may be granted therefor, and all national applications, regional applications, divisions, reissues, substitutions, continuations, in whole or in part, re-examinations, and extensions thereof, including the right to file applications and obtain patents for the invention in its own name, in all countries and including all rights of priority in all countries under the terms of any applicable international convention, insofar as its interest is concerned; and the Assignor hereby authorizes and requests the applicable patent office in each country of the world to issue all patents for the invention, or patents resulting therefrom, insofar as its interest is concerned, to the Assignee, to have and to hold for the sole and exclusive use and benefit of the Assignee, its successors and assigns, to the full end of the term or terms for which any and all of such patents for the invention may issue, to the same extent as the Assignor would hold and enjoy if this Assignment had not been made.

The Assignor further agrees to execute any and all patent applications, assignments, affidavits, and any other papers in connection therewith necessary to perfect such patent rights, and also agrees, at the request of the Assignee, to testify in any legal proceedings, sign all lawful papers, make all lawful oaths, and generally do everything possible to aid said Assignee, its successors and assigns, to obtain, maintain and enforce proper patent protection for said invention.

IN WITNESS WHEREOF, each individual collectively referred to as Assignor has caused this Assignment to be executed.

EXECUTED this 2<sup>nd</sup> day of April, 2004.

ASSIGNOR:

Signature: Michael KriegerName: Michael Krieger

WITNESS:

Signature: Mady S. LongName: Mady S. LongAddress: 4140 SW 28<sup>th</sup> Way

DC2-534250

850:205-0381

3/1/2006 3:08

PAGE 002/002

Florida Dept of State



March 1, 2006

FLORIDA DEPARTMENT OF STATE  
Division of Corporations

VECTOR PRODUCTS, INC.  
4140 SW 28TH WAY  
FORT LAUDERDALE, FL 3331203

Re: Document Number P95000067661

The Articles of Merger were filed March 1, 2006, for VECTOR PRODUCTS, INC., the surviving Florida entity.

The certification you requested is enclosed. To be official, the certification for a certified copy must be attached to the original document that was electronically submitted and filed under FAX audit number H06000054782.

Should you have any further questions concerning this matter, please feel free to call (850) 245-6050, the Amendment Filing Section.

Pamela Smith  
Document Specialist  
Division of Corporations

Letter Number: 506A00014419

P.O. BOX 6327 - Tallahassee, Florida 32314



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Florida Dept of State

# State of Florida



## Department of State

I certify the attached is a true and correct copy of the Articles of Merger, filed on March 1, 2006, for VECTOR PRODUCTS, INC., the surviving Florida entity, as shown by the records of this office.

I further certify the document was electronically received under FAX audit number R06000054782. This certificate is issued in accordance with section 15.16, Florida Statutes, and authenticated by the code noted below.

The document number of this entity is P95000067661.

Authentication Code: 506R00014419-030106-P95000067661-1/1

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
First day of March, 2006



*Sue M. Cobb*  
Sue M. Cobb  
Secretary of State

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**ARTICLES OF MERGER**

BDV ACQUISITION SUB, INC., a Florida corporation (the "Merger Sub"), and VECTOR PRODUCTS, INC., a Florida corporation ("Vector") (collectively, the "Constituent Corporations"), submit the following Articles of Merger in accordance with Section 607.1105 of the Florida Business Corporation Act.

**ARTICLE I**  
**CONSTITUENT CORPORATIONS**

The exact name, street address of its principal office, jurisdiction, and document number for each Constituent Corporation are as follows:

**Name and Street Address****Jurisdiction**

BDV Acquisition Sub, Inc.  
701 East Joppa Road  
Towson, Maryland 21286

Florida

Florida Document Registration Number: P06000027639

**Name and Street Address****Jurisdiction**

Vector Products, Inc.  
4140 SW 28th Way  
Fort Lauderdale, Florida 33312

Florida

Florida Document Registration Number: P95000067661

The name and jurisdiction of the surviving corporation following the transactions contemplated by these Articles of Merger and the attached Plan of Merger is Vector Products, Inc., a Florida corporation (the "Surviving Corporation").

**ARTICLE II**  
**APPROVAL AND ADOPTION OF PLAN OF MERGER**

The attached Plan of Merger set forth on Exhibit A hereto meets the requirements of Section 607.1101 of the Florida Business Corporation Act, and was duly adopted and approved by the shareholders of Vector on February 27, 2006 and by the sole shareholder of the Merger Sub on February 28, 2006, respectively.

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**ARTICLE III**  
**AUTHORITY UNDER LAWS**


The merger is permitted under the Florida Business Corporation Act and is not prohibited by the bylaws or articles of incorporation of any Constituent Corporation that is a party to this merger.

**ARTICLE IV**  
**EFFECTIVE DATE**


The merger shall become effective on the date these Articles of Merger are filed with the Florida Department of State.

IN WITNESS WHEREOF, the undersigned, constituting the duly authorized officers of each of the Constituent Corporations, have executed these Articles of Merger on behalf of each of the Constituent Corporations.

**BDV ACQUISITION SUB, INC.,**  
a Florida corporation

By   
Thomas D. Koos  
President

**VECTOR PRODUCTS, INC.,**  
a Florida corporation

By   
Print: Michael K. Ecken  
Its: President

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## APPENDIX A

## Plan of Merger

THIS PLAN OF MERGER ("Plan") summarizes the terms of the proposed merger (the "Merger") of Vector Products, Inc., a Florida corporation ("Vector"), and BDV Acquisition Sub, Inc., a Florida corporation and a subsidiary of The Black & Decker Corporation ("Merger Sub" and, together with Vector, the "Constituent Corporations"). This Merger is being effected pursuant to this Plan of Merger in accordance with Sections 607.1101 et seq. of the Florida Business Corporation Act.

1. **Surviving Corporation.** At the Effective Time (as defined herein), Merger Sub shall be merged into Vector and Vector shall be the surviving corporation (the "Surviving Corporation") and its existence shall continue unaffected by the Merger.

2. **Articles of Incorporation and Bylaws.** The Articles of Incorporation and Bylaws of the Surviving Corporation shall be the Articles of Incorporation and Bylaws of Merger Sub in effect prior to the Merger, respectively, from and after the Effective Time until further amended as permitted by law.

3. **Directors and Officers.** The directors and officers of Merger Sub immediately prior to the Effective Time shall be the directors and officers of the Surviving Corporation from and after the Effective Time until their successors have been duly elected, appointed or qualified or until their earlier death, resignation or removal in accordance with the Surviving Corporation's Articles of Incorporation and Bylaws.

4. **Merger Consideration.**

(a) At the Effective Time, by virtue of the Merger and without any further action by the parties, each outstanding share of common stock, \$.01 par value per share, of Vector (the "Common Shares") (other than Common Shares held by shareholders who have elected to assert their appraisal rights) shall be converted into the right to receive an amount of cash determined in the manner provided in Section 4(b) of this Plan and shall cease to be outstanding, shall be cancelled and retired and shall cease to exist and the holders of Common Shares shall cease to have any rights with respect thereto; and each outstanding option to purchase or acquire Common Shares (the "Options") shall be converted into the right to receive an amount of cash determined in the manner provided in Section 4(b) of this Plan and shall be terminated upon the delivery by the holders of Options of an option termination agreement, and the holders thereto shall cease to have any rights with respect to such Options except the right to receive the per share consideration therefor upon the delivery of the option termination agreement; and

(b) Each holder of Common Shares and each holder of Options shall be entitled to receive a portion of the merger consideration as follows: (A) an amount equal to the Conversion Price multiplied by the number of Common Shares and Options owned by such holder (less, in the case of Options, applicable holding and payroll taxes) and (B) the right to receive such holder's Pro Rata Percentage of certain amounts of contingent merger

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consideration, to the extent such amounts have not been reduced either due to balance sheet adjustments or indemnification obligations of Vector.

"Adjusted Common Shares Outstanding" shall mean the sum of the Common Shares outstanding as of the Effective Time plus the number of Common Shares for which Options outstanding as of the Effective Time are exercisable.

"Conversion Price" shall mean the amount determined by dividing the Initial Cash Consideration by the Adjusted Common Shares Outstanding.

"Debt" shall mean (in each case whether such obligation is of full or limited recourse) any and all obligations of Vector (a) for borrowed money, (b) in respect of the deferred purchase price for any property or services, (c) contingently or otherwise, under any guarantees of obligations of another person, (d) any other items required to be reported as short-term or long-term debt on a balance sheet prepared in accordance with GAAP, including without limitation lines of credit and revolving credit facilities, and (e) all interest, penalties, late fees and prepayment penalties (assuming payment of such Debt as of the date of determination) due with respect to any of the foregoing, all as determined in accordance with GAAP; provided, however, that Debt shall not include (i) obligations of Vector under capital leases, which shall not exceed \$105,804, (ii) cash overdrafts created in the ordinary course of business, (iii) trade accounts payable reflected on the estimated closing balance sheet or (iv) other expenses accrued on the estimated closing balance sheet.

"Initial Cash Consideration" shall equal \$160,000,000 less the sum of the following amounts as they exist at the closing of the Merger: (i) the amount of Debt of the Company outstanding as of the closing of the Merger; (ii) \$2,045,474, the amount of any fees owed Goldman Sachs & Co. as a result of the closing of the Merger; (iii) \$300,000, which represents the estimate of the unbilled fees owed to Venable LLP with respect to the Merger; (iv) \$5,350,283, which represents the aggregate amount of bonuses of certain employees and consultants of the Company at the Closing of the Merger plus the payroll taxes and 401(k) contributions payable by the Surviving Corporation associated with the payment of the such bonuses; (v) \$196,287, which represents the withholding and payroll taxes and 401(k) contributions payable by the Surviving Corporation associated with the payment of the Merger consideration payable to the holders of Options who are employees at the time of the closing (vi) \$10,000,000, of which \$2,000,000 shall comprise the "Closing Holdback" and \$8,000,000 shall comprise the "Indemnity Holdback;" and (vii) \$964,473, which shall comprise the "Expense Holdback."

"Pro Rata Percentage" shall mean, in the case of each holder of Common Shares or Options, a number that is determined by a fraction, the numerator of which is the number of Common Shares plus the number of Common Shares for which Options owned by such holder at the Effective Time are exercisable, and the denominator of which is the Adjusted Common Shares Outstanding.

(c) Each share of common stock of Merger Sub issued and outstanding immediately prior to the Effective Time shall be converted into and thereafter evidence one share of common stock, \$.01 par value per share, of Vector.

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5. **Filing with the Florida Department of State and Effective Time.** Upon the closing of the Merger, Vector and Merger Sub shall cause their respective President (or Vice President) to execute Articles of Merger, to which this Plan shall become an exhibit to such Articles of Merger. Thereupon, such Articles of Merger shall be delivered for filing by the Surviving Corporation to the Florida Department of State. In accordance with Section 607.1105 of the Florida Business Corporation Act, the Articles of Merger shall specify the "Effective Time," which shall be upon acceptance of such Articles of Merger for record by the Florida Department of State.

6. **Amendment and Waiver.** Any of the terms or conditions of this Plan may be waived at any time by Vector or Merger Sub by action taken by their respective board of directors, to the extent the waiving corporation is, or its shareholders are, entitled to the benefit of the term being waived, and may be amended or modified in whole or in part at any time by an agreement of Vector and Merger Sub in writing executed in the same manner as the Plan of Merger (but not necessarily by the same persons), provided that at any time after approval of the Plan of Merger by the shareholders of Vector or the shareholder of Merger Sub, such amendment is done in accordance with Section 607.1103 of the Florida Business Corporation Act.

7. **Termination.** At any time before the Effective Time, this Plan may be terminated and the Merger abandoned by mutual consent of the board of directors of Vector and Merger Sub, notwithstanding the prior adoption and approval of the Merger by the shareholders of Vector.

8. **Authorization.** The board of directors and the proper officers of Vector and Merger Sub, respectively, are hereby authorized, empowered, and directed to do any and all acts and things, and to make, execute, deliver, file, and/or record any and all instruments, papers, and documents which shall be or become necessary, proper, or convenient to carry out or put into effect any of the provisions of this Plan of Merger or of the Merger herein provided for.

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